

**A RESOLUTION BY
CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CSX TRANSPORTATION INC., A VIRGINIA CORPORATION, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO PROVIDE EXPENSES RELATED TO CERTAIN NECESSARY ENGINEERING AND DESIGN REVIEW AND APPROVAL FOR THE CONSTRUCTION OF BOULEVARD SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND FIFTY FIVE DOLLARS (\$8,055.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 3138 (2008 QUALITY OF LIFE FUND) 130308 (DPW TRANSPORTATION DESIGN) 102088 (BOULEVARD SIDEWALK) AND PTAEO FUNDING SOURCE: 13102088 105 313821776 5414002 COA; AND FOR OTHER PURPOSES.

WHEREAS, CSX Transportation Inc. ("CSXT") is the approving authority for construction contract documents including design drawings and technical specifications for construction projects which cross or impact CSXT right of way; and

WHEREAS, the City of Atlanta ("City") and CSXT propose to enter into an Agreement (herein attached as Exhibit "A") for Engineering services for sidewalk improvements along Boulevard SE from Hamilton Avenue SE to north of CSXT tracks in City of Atlanta, Fulton County; and

WHEREAS, CSXT will prepare preliminary and final engineering and design plans, specifications, drawings, agreements and other documents submitted to CSXT by the City for this project; and

WHEREAS, this project will provide increased pedestrian safety to residents of the City, as well as visitors traveling this route; and

WHEREAS the Commissioner of the Department of Public Works and the Chief Procurement Officer have recommended this contractual agreement be approved in an amount not to exceed Eight Thousand Fifty Five Dollars (\$8,055.00).

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to enter into an appropriate contractual agreement with CSX Transportation Inc. on behalf of the Department of Public Works, to provide design review and approval in an amount not to exceed Eight Thousand Fifty Five Dollars (\$8,055.00).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from Fund Account and Center Number 3138 (2008 Quality Of Life Fund) 130308

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the contractual agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that this agreement shall not become binding on the City and the City shall incur no liability upon the same until such agreement has been executed by the Mayor and delivered to CSX Transportation Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CSX TRANSPORTATION INC., A VIRGINIA CORPORATION, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO PROVIDE EXPENSES RELATED TO CERTAIN NECESSARY ENGINEERING AND DESIGN REVIEW AND APPROVAL FOR THE CONSTRUCTION OF BOULEVARD SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND FIFTY FIVE DOLLARS (\$8,055.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 3138 (2008 QUALITY OF LIFE FUND) 130308 (DPW TRANSPORTATION DESIGN) 102088 (BOULEVARD SIDEWALK) AND PTAE0 FUNDING SOURCE: 13102088 105 313821776 5414002 COA; AND FOR OTHER PURPOSES.

Council Meeting Date: November 3, 2008

Requesting Dept.: Public Works

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to enter into an agreement between the City of Atlanta and CSX Transportation Inc., for the development of the proposed construction of approximately 120 linear feet of sidewalk on Boulevard SE from Hamilton Avenue, SE to north of CSX tracks in the City of Atlanta, Fulton County. The City has requested that CSXT provide engineering and/or design services and approval for the Boulevard Sidewalk project.

2. Please provide background information regarding this legislation.

This agreement provides that CSXT will prepare or review and approve preliminary and final engineering and design plans, specifications, drawings at a cost to the City in a not to exceed amount of \$8,055.00 for the construction of the Boulevard Sidewalk project.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Agreement

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

(e) **Number of Bids:** N/A

(f) **Proposals Received:** N/A

(g) **Bidders/Proponents:** N/A

(h) **Term of Contract:** N/A

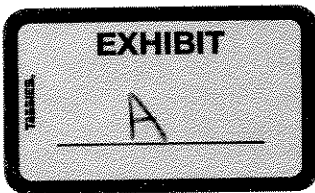
4. **Fund Account Center:** 3138 (Quality of Life Bond Fund) PTAE0: 13110265 101 313821776
5414002 COA

5. **Source of Funds:** Quality of Life Bond Fund

6. **Fiscal Impact:** \$8,055.00

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Soraya Belgrave



Project: Construction of approximately 120 linear feet of sidewalk on
Boulevard SE from Hamilton Avenue SE to north of CSX tracks,
Atlanta, Fulton County, Georgia,
DOT Number: 050310F, Railroad Milepost: XXC 3.23,
Atlanta Division, Atlanta Terminal Sub-Division
Page 1 of 5

CSX OP No.: _____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the **City of Atlanta**, a body corporate and political subdivision of State of Georgia ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Construction of approximately 120 linear feet of sidewalk on Boulevard SE from Hamilton Avenue SE to north of CSX tracks, in Atlanta, Fulton County, Georgia, DOT Number: 050310F, Railroad Milepost: XXC 3.23, Atlanta Division, Atlanta Terminal Sub-Division** (the "**Project**").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in

CSX OP No.: _____

accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, prior to and after the signing of this Agreement, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$8,055.00** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

CSX OP No.: _____

- ~~3.3.2.~~ Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.
- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work.

CSX OP No.: _____

Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Mr. Leslie L. Scherr, Principal Manager

If to Agency: City of Atlanta
55 Trinity Avenue, SW
Suite 4310
Atlanta, GA. 30303
Attention: Mr. Andrew F. Gordon, Project Manager

Entire Agreement: This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no

CSX OP No.: _____

~~further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.~~

10. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF ATLANTA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Charles E. Gullakson
Assistant Chief Engineer
Public Projects

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - TBD

ESTIMATE SUBJECT TO REVISION AFTER:		6/28/1900	DOT NO.: 050310F
CITY: Atlanta	COUNTY: Fulton		STATE: GA
DESCRIPTION: Construction of approximately 120 linear feet of sidewalk on Blvd SE from Hamilton Ave S.E. to north of CSX tracks.			
DIVISION: Atlanta	SUB-DIV: Atlanta Terminal		MILE POST: XXC 3.23
AGENCY PROJECT NUMBER: _____			

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	\$	1,350
200 Additive 42.41%	\$	573
230 Expenses	\$	235
212 Contracted & Administrative Engineering Services	\$	5,000
Subtotal	\$	7,158

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	\$	-
200 Additive 42.41%	\$	-
230 Expenses	\$	-
212 Contracted & Administrative Engineering Services	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	-
070 Additive 76.28% (Transportation Department)	\$	-
050 Additive 77.52% (Engineering Department)	\$	-
230 Per Diem (Engineering Department)	\$	-
230 Expenses	\$	-
Subtotal	\$	-

SIGNAL & COMMUNICATIONS WORK: (Details Attached)

\$ -

TRACK WORK: (Details Attached)

\$ -

ACCOUNTING & BILLING:

040 Labor	\$	100
040 Additive 65.54%	\$	66
Subtotal	\$	166

PROJECT SUBTOTAL

\$ 7,323

900 **CONTINGENCIES:** 10.00%

\$ 732

GRAND TOTAL *****

\$ 8,055

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 8,055
Railroad		\$ -
TOTAL *****		\$ 8,055

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

DATE: _____ REVISED: _____

Form Last Revised: December 19, 2006 HAG

Project Summary Sheet

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 2 of 6

ACCT. CODE : 709 - TBD
Pub EB - GA EB3 (GA)

ESTIMATE SUBJECT TO REVISION AFTER:	6/28/1900	DOT NO.: 050310F
CITY: Atlanta	COUNTY: Fulton	STATE: GA
DESCRIPTION: Construction of approximately 120 linear feet of sidewalk on Blvd SE from Hamilton Ave S.E. to north of CSX tracks.		
DIVISION: Atlanta	SUB-DIV: Atlanta Terminal	MILEPOST: XXC 3.23
DRAWING NO.: ____	DRAWING DATE: ____	REGION: Southern
AGENCY PROJECT NUMBER: ____		

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)	5	Days @	\$ 270.00	\$	1,350
200	Additive 42.41%				\$	573
230	Expenses				\$	235
212	Contracted & Administrative Engineering Services				\$	5,000
	Subtotal				\$	7,158

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)	0	Days @	\$ 270.00	\$	-
200	Additive 42.41%				\$	-
230	Expenses				\$	-
212	Contracted & Administrative Engineering Services				\$	-
	Subtotal				\$	-

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ -	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 235.00	\$	-
70	Additive 76.28% (Transportation Department)				\$	-
50	Additive 77.52% (Engineering Department)				\$	-
230	Expenses (Engineering Department)	0	Days @	\$ 75.00	\$	-
230	Expenses	0	Days @	\$ 45.00	\$	-
	Subtotal				\$	-

COMMUNICATIONS WORK:

	Temporary (Details Attached)	\$	-
	Permanent (Details Attached)	\$	-
	Subtotal	\$	-

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 3 of 6

ACCT. CODE : 709 - TBD
Pub EB - GA EB3 (GA)

TRACK: LABOR

50	Traffic Control	0	MAN-HRS	\$ 24.00	\$ -
50	Remove Existing Crossing	0	MAN-HRS	\$ 24.00	\$ -
50	Renew Cross Ties	0	MAN-HRS	\$ 24.00	\$ -
50	Renew Rail	0	MAN-HRS	\$ 24.00	\$ -
50	Install OTM	0	MAN-HRS	\$ 24.00	\$ -
50	Install Field Welds	0	MAN-HRS	\$ 24.00	\$ -
50	Install Geo-Textile Fabric	0	MAN-HRS	\$ 24.00	\$ -
50	Install Sub-Drains	0	MAN-HRS	\$ 24.00	\$ -
50	Install Ballast	0	MAN-HRS	\$ 24.00	\$ -
50	Line and Surface	0	MAN-HRS	\$ 24.00	\$ -
50	Install Crossing Materials	0	MAN-HRS	\$ 24.00	\$ -
50	Install Bituminous Pavement	0	MAN-HRS	\$ 24.00	\$ -
50		0	MAN-HRS	\$ 24.00	\$ -
50		0	MAN-HRS	\$ 24.00	\$ -
50		0	MAN-HRS	\$ 24.00	\$ -
50	Clean-Up	0	MAN-HRS	\$ 24.00	\$ -
50	Additive 77.52%				\$ -
230	Per Diem	0	MAN-DAY	\$ 90.00	\$ -
	Subtotal				\$ -

TRACK: MATERIAL

220	Cross Ties, Main Line	0	EA	\$ 31.00	\$ -
220	Rail, 136RE, New	0	LF	\$ 17.00	\$ -
220	Misc. OTM	1	LOT	\$ -	\$ -
210	Geo-Textile Fabric	0	RL	\$ 250.00	\$ -
210	Sub-Drains	0	LF	\$ 6.00	\$ -
220	Ballast	0	NT	\$ 5.75	\$ -
220	Field Welds	0	EA	\$ 100.00	\$ -
		0		\$ -	\$ -
		0		\$ -	\$ -
210	Concrete Full Width	0	TF	\$ 225.00	\$ -
210	Concrete/Rubber Xing (CSX)	0	TF	\$ 135.00	\$ -
210	Rubber Crossing, Full Depth	0	TF	\$ 280.00	\$ -
210	Timber/Asphalt Crossing (CSX Standard)	0	TF	\$ 42.00	\$ -
220	Crossties, 10' Length	0	EA	\$ 39.00	\$ -
210	Bituminous Material	0	NT	\$ 80.00	\$ -
210	Sales Tax on Material 7.00%				\$ -
210	Material Handling 5.00%				\$ -
	Subtotal				\$ -

CONTRACT:

215	Asphalt Paving (In Place)	0	NT	\$ 120.00	\$ -
241	Disposal of Waste Materials	0	TF	\$ 10.00	\$ -
215	Maintenance of Traffic	0	DAY	\$ 300.00	\$ -
	Subtotal				\$ -

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

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ACCT. CODE : 709 - TBD
Pub EB - GA EB3 (GA)

241	<u>EQUIPMENT RENTAL:</u>						
	Subtotal					\$	-
<hr/>							
50	<u>WORK TRAIN:</u>	0	DAY	\$	2,100.00	\$	-
	Subtotal					\$	-
<hr/>							
	<u>SALVAGE:</u>						
228	Rail	0	NT	\$	65.00	\$	-
228	OTM	0	NT	\$	75.00	\$	-
	Subtotal					\$	-
<hr/>							
	<u>SIGNAL WORK:</u>						
210	Material - Field & Consumables					\$	-
210	Material - Sales Tax					\$	-
220	Material - Shop					\$	-
60	Construction Labor					\$	-
65	Shop Labor					\$	-
230	Per Diem					\$	-
200	RR Engineering,Preliminary					\$	-
200	RR Engineering,Construction					\$	-
60	Additives to Construction Labor					\$	-
65	Additives to Shop Labor					\$	-
200	Additives to Engineering					\$	-
241	Equipment Expense					\$	-
241	Waste Management					\$	-
212	Contract Engineering					\$	-
211	Freight					\$	-
216	AC Power Service					\$	-
228	Salvage					\$	-
900	Other					\$	-
	Subtotal					\$	-
<hr/>							
	<u>ACCOUNTING & BILLING:</u>						
40	Labor	0.5	Days @	\$	200.00	\$	100
40	Additive				65.54%	\$	66
	Subtotal					\$	166
<hr/>							
	<u>PROJECT SUBTOTAL:</u>					\$	7,323
900	<u>CONTINGENCIES:</u>	10.00%				\$	732
GRAND TOTAL *****							\$ 8,055

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

Page 5 of 6

ACCT. CODE : 709 - TBD
Pub EB - GA EB3 (GA)

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	8,055
Railroad	<u>0.00%</u>	\$	-
TOTAL		\$	8,055

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: _____

DATE:

REVISED:

ACCT. CODE : 709 - TBD
Pub EB - GA EB3 (GA)

ESTIMATE SUBJECT TO REVISION AFTER: 6/28/00 DOT NO.: 050310F
CITY: Atlanta COUNTY: Fulton STATE: GA
DESCRIPTION: Construction of approximately 120 linear feet of sidewalk on Blvd SE from Hamilton Ave S.E. to north of
DIVISION: Atlanta SUB-DIV: Atlanta Terminal MILEPOST: XXC 3.23
DRAWING NO.: _____ DRAWING DATE: _____ REGION: Southern
AGENCY PROJECT NUMBER: _____

Amount		
Task	Task Desc	Total
40	Labor General Office	\$166
50	Labor Roadway	
60	Labor Signal	
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$1,923
210	Invoice Material	
	Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$5,000
215	Invoice Misc	
216	Invoice Utilities	
220	Material New	
	Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$235
241	Invoice Rental	
900	Other	
900	Contingencies	\$732
	Material New	
Grand Total		\$8,055

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Soraya Belgrave

Contact Number: (404) 330-6002

Originating Department: Department of Public Works

Committee(s) of Purview: City Utilities Committee

Chief of Staff Deadline: October 15, 2008

Anticipated Committee Meeting Date(s): October 28, 2008

Anticipated Full Council Date: November 3, 2008

Legislative Counsel's Signature: Saul Schultz

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT WITH CSX TRANSPORTATION INC., A VIRGINIA CORPORATION, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO PROVIDE EXPENSES RELATED TO CERTAIN NECESSARY ENGINEERING AND DESIGN REVIEW AND APPROVAL FOR THE CONSTRUCTION OF BOULEVARD SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND FIFTY FIVE DOLLARS (\$8,055.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 3138 (2008 QUALITY OF LIFE FUND) 130308 (DPW TRANSPORTATION DESIGN) 102088 (BOULEVARD SIDEWALK) AND PTAE0 FUNDING SOURCE: 13102088 105 313821776 5414002 COA; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 10/15/08 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____